

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>RON BENDER (SBN 143364) JULIET Y. OH (SBN 211414) TODD M. ARNOLD (SBN 221868) LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, California 90067 Telephone: (310) 229-1234 Facsimile: (310) 229-1244 Email: RB@LNBYB.COM; JYO@LNBYB.COM; TMA@LNBYB.COM</p> <p><input type="checkbox"/> <i>Individual appearing without attorney</i> <input checked="" type="checkbox"/> <i>Attorney for: Debtor and Debtor-in-Possession</i></p>	<p>FOR COURT USE ONLY</p>
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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: ZACKY & SONS POULTRY, LLC, a California limited liability company, Debtor(s).	CASE NO.: 2:18-bk-23361-RK CHAPTER: 11
	NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 05/06/2020	Time: 11:00 am
Location: 255 E. Temple Street, Courtroom 1675, Los Angeles, California 90012	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 04/22/2020

Description of property to be sold:

Vacant land located at 18940 South Camden Avenue, Laton, California 93242 [APN 055-310-29].

Terms and conditions of sale:

Please see attached Notice.

Proposed sale price: \$ 165,000.00

Overbid procedure (if any):

Please see attached Notice.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

May 6, 2020
11:00 a.m.
255 E. Temple Street
Courtroom 1675
Los Angeles, California 90012

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Juliet Y. Oh, Esq.
Levene, Neale, Bender, Yoo & Brill L.L.P. (Counsel for Debtor)
10250 Constellation Blvd., Suite 1700, Los Angeles, CA 90067
Tel: (310) 497-4602
Email: JYO@LNBYB.com

Sullivan Grosz
Pearson Realty, Inc. (Broker)
Email: SGrosz@PearsonRealty.com

Date: 04/14/2020

RON BENDER (SBN 143364)
JULIET Y. OH (SBN 211414)
TODD M. ARNOLD (SBN 221868)
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Attorneys for Chapter 11 Debtor and Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

ZACKY & SONS POULTRY, LLC, a
California limited liability company,

Debtor and Debtor in Possession.

Case No.: 2:18-bk-23361-RK

Chapter 11

**NOTICE OF DEBTOR'S MOTION FOR
ENTRY OF AN ORDER: (A)
AUTHORIZING SALE OF DEBTOR'S
REAL PROPERTY LOCATED AT 18940
SOUTH CAMDEN AVENUE, LATON,
CALIFORNIA 93242 [APN 055-310-29],
FREE AND CLEAR OF LIENS, CLAIMS,
ENCUMBRANCES AND INTERESTS; AND
(B) APPROVING OVERBID PROCEDURES**

Hearing:

Date: May 6, 2020

Time: 11:00 a.m.

Place: Courtroom "1675"
255 E. Temple Street
Los Angeles, California 90012

**TO THE HONORABLE ROBERT N. KWAN, UNITED STATES BANKRUPTCY
JUDGE, THE UNITED STATES TRUSTEE, THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS AND ITS COUNSEL, SECURED CREDITORS, AND
PARTIES REQUESTING SPECIAL NOTICE:**

PLEASE TAKE NOTICE that a hearing will be held on May 6, 2020, at 11:00 a.m., before the Honorable Robert N. Kwan, United States Bankruptcy Judge for the Central District of California, Los Angeles Division, in Courtroom “1675” located at 255 East Temple Street, Los Angeles, California 90012, for the Court to consider the motion (the “Motion”) filed by Zacky & Sons Poultry, LLC, the debtor and debtor-in-possession in the above-captioned Chapter 11 bankruptcy case (the “Debtor”), seeking the entry of an order pursuant to 11 U.S.C. § 363(b) and (f) and Rules 6004 and 9019 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”): (A) authorizing the Debtor to sell the vacant land located at 18940 South Camden Avenue, Laton, California 93242 [APN 055-310-29] (the “Camden Property”), free and clear of all liens, claims, encumbrances, and interests, and in accordance with the terms and conditions set forth in the *Vacant Land Purchase Agreement And Joint Escrow Instructions* (the “Purchase Offer”) and the *Addendum* to the Purchase Offer (the “Addendum,” and together with the Purchase Offer, the “Purchase Agreement”), true and correct copies of which are attached as Exhibit “1” to the Declaration of Sullivan Grosz annexed to the Motion (the “Grosz Declaration”); (B) approving the proposed overbid procedures for the sale of the Camden Property, as described in the Motion (the “Overbid Procedures”); and (C) granting other related relief. The complete relief requested and the bases for this Motion are set forth in the Motion and the Memorandum of Points and Authorities, Grosz Declaration, and the Declaration of Lillian Zacky (the “Zacky Declaration”) annexed to the Motion.

PLEASE TAKE FURTHER NOTICE that the Debtor is seeking authority to sell the Camden Property to by Luis Madrigal Alvarez and Ana R. Madrigal (together, including their designee or assignee, the “Purchaser”), on an “as is, where is” basis with no representation or warranty as to the condition of the Camden Property, and with no remaining contingencies, for cash in the sum of \$165,000 (the “Purchase Price”), subject to overbid. As reflected in the

Purchase Agreement, the Purchaser has agreed to be exclusively responsible for escrow fees and costs charged by Chicago Title (the “Escrow Company”) in connection with the sale of the Camden Property, all title premiums and other related costs required for issuance of an owner’s title insurance policy for the Camden Property, the cost of recording the deed, and any and all transfer, sales, use, purchase, value added, excise, personal property, intangible stamp, registration or similar taxes or fees imposed on, or resulting from, the transfer of the Camden Property. As further reflected in the Purchase Agreement, *the Purchaser’s offer to purchase the Camden Property is no longer subject to any contingencies.*

PLEASE TAKE FURTHER NOTICE that, pursuant to the Motion, the Debtor seeks authority to sell the Camden Property to the Purchaser, free and clear of liens, claims encumbrances and interests. Based upon a preliminary title report obtained for the Camden Property on March 13, 2020, a true and correct copy of which is attached as Exhibit “4” to the Grosz Declaration, there are no liens, claims or other encumbrances against the Camden Property. However, based upon a search on the County of Fresno Auditor-Controller Treasurer-Tax Collector website (a true and correct copy of which search result is attached as Exhibit “5” to the Declaration of Lillian Zacky annexed to the Motion), there appears to be outstanding secured property taxes totaling approximately \$7,158.93 due for the Camden Property.

PLEASE TAKE FURTHER NOTICE that, in order to maximize the value obtained by the Debtor for the Camden Property, the Debtor is seeking Court approval of the following Overbid Procedures in connection with the proposed sale of the Camden Property:

1. **Overbid Requirements.** Any party interested in submitting an overbid for the Camden Property (“Overbid”) must, not later than 4:00 p.m. (Pacific time) on Friday, May 1, 2020 (the “Overbid Deadline”), deliver such Overbid in writing via e-mail to counsel for the Debtor (Juliet Y. Oh, Esq., Levene, Neale, Bender, Yoo & Brill L.L.P. (“LNBYB”), Email: JYO@LNBYB.com), in accordance with the requirements set forth below:

i. The purchase price for the Camden Property in any Overbid must be in the sum of at least \$170,000. Any Overbid must otherwise be substantially on the same terms

1 and conditions set forth in the Purchase Agreement, and must not be subject to any
2 contingencies whatsoever.

3 ii. Each party submitting an Overbid must, by the Overbid Deadline:
4 (x) deliver a signed purchase offer together with the form Addendum (or a revised
5 version thereof, with a redline comparing the revised Addendum to the original
6 Addendum submitted by the Purchaser), (y) deliver a deposit in a sum equal to five
7 percent (5%) of the purchase price proposed to be paid pursuant to the Overbid (the
8 “Deposit”), in the form of a wire transfer payment to a client trust account
9 designated by LNBYB, so that such Deposit is actually received by LNBYB by the
10 Overbid Deadline, and (z) deliver to LNBYB proof of committed funds available to
11 the bidder sufficient to enable such bidder to consummate the sale of the Camden
12 Property, which proof shall be in the form of a bank account statement, letter of
13 credit, loan commitment or other form acceptable to the Debtor in the Debtor’s
14 reasonable discretion. In the event that the bidder fails to timely make the Deposit
15 or timely provide proof of committed funds, or the Debtor determines, in its
16 reasonable discretion, that the proof of funds delivered to LNBYB is unacceptable,
17 the Debtor may disqualify such bidder from participating in the Auction (as that
18 term is defined below). In the event that the Debtor exercises its reasonable
19 discretion and disqualifies a bidder from participating in the Auction, the Deposit
20 made by such bidder (if any) shall be promptly returned to the bidder.

21 2. **Auction.** If one or more qualified Overbids are received in accordance
22 with the Overbid Procedures described herein, an auction of the Camden Property
23 (“Auction”) shall be conducted at the date and time of the hearing on the Motion.

24 3. **Bidding At Auction.** If at least one qualified bidder who has submitted an
25 Overbid appears at the Auction, the Debtor and LNBYB shall designate what they
26 determine to be the best and highest Overbid(s) received for the Camden Property to be
27 the leading bid(s) at the Auction. Thereafter, the Debtor and LNBYB shall solicit better
28 and higher bids for the Camden Property, in minimum bidding increments to be

determined by the Debtor and LNBYB at the Auction, from the qualified bidders participating in the Auction (including the Purchaser, if he chooses to participate) until the best and highest bid(s) for the Camden Property has been determined by the Debtor and LNBYB.

4. **Backup Bidder.** In the event that there is at least one qualified overbidder at the Auction, the qualified bidder(s) who submits the second best/highest bid(s) for the Camden Property at the Auction shall be designated as the backup bidder (at such bidder's option). In the event that the successful bidder(s) for the Camden Property cannot timely complete the purchase of the Camden Property, the Debtor shall be authorized to proceed with the sale of the Camden Property to the backup bidder(s) without further notice, hearing or order of the Court.

5. **Closing Of Sale And Forfeiture Of Deposits.** The winning bidder(s) shall have until the first business day that is fifteen (15) days after the date of entry of an order granting this Motion (the "Sale Order") to consummate the sale of the Camden Property. If the winning bidder fails to do so, the winning bidder will be deemed to have forfeited his/her/its Deposit unless the Court or the Debtor agrees to provide the winning bidder with an extension of time to close the sale. If the winning bidder fails to close and forfeits his/her/its Deposit, the backup bidder will be notified and will then have until the first business day that is seven (7) days after the date of such notification to close his/her/its purchase of the Camden Property or will be deemed to have forfeited his/her/its Deposit unless the Court or the Debtor agrees to provide such backup bidder with an extension of time to close the sale. The Deposit(s) of the backup bidder(s) will be retained by LNBYB following the conclusion of the Auction and will be returned to the backup bidder(s) on the earlier to occur of (i) the closing by the winning bidder(s) of his/her/its purchase of the Camden Property, or (ii) June 10, 2020, unless the backup bidder(s) has forfeited his/her/its Deposit(s) pursuant to the terms and conditions set forth in the Purchase Agreement.

1 **PLEASE TAKE NOTICE** that the proposed sale of the Camden Property to the
2 Purchaser (subject to overbid) will generate what the Debtor believes is unencumbered cash of
3 **at least \$145,000** (after payment of outstanding secured property taxes and brokers'
4 commissions) for the benefit of the Debtor's creditors. Given the current level of interest
5 generated by the Broker for the Camden Property, the Debtor believes this is the most
6 opportune time to sell the Camden Property for the maximum value possible. Moreover, given
7 that the offer from the Purchaser is no longer subject to any contingencies whatsoever, the
8 Debtor is confident that the sale of the Camden Property to the Purchaser (or a successful
9 overbidder) will be consummated without delay after the entry of a Court order approving such
10 sale. The Debtor therefore submits that the proposed sale of the Camden Property to the
11 Purchaser (or a successful overbidder) is amply justified by sound business purposes and is in
12 the best interests of the Debtor's estate and creditors.

13 **PLEASE TAKE FURTHER NOTICE** that the Motion is based upon 11 U.S.C. § 363,
14 Bankruptcy Rules 2002, 6004, 9014 and 9019, this Notice of the Motion, the Motion and the
15 Memorandum of Points and Authorities, Audino Declaration and Zacky Declaration annexed
16 thereto, the entire record of the Debtor's bankruptcy case, the statements, arguments and
17 representations of counsel to be made at the hearing on the Motion, and any other evidence
18 properly presented to the Court at, or prior to, the hearing on the Motion.

19 **PLEASE TAKE FURTHER NOTICE** that a complete copy of the Motion and all
20 supporting documents may be requested in writing via e-mail to counsel for the Debtor, Levene,
21 Neale, Bender, Yoo & Brill L.L.P., Attention: Juliet Y. Oh, Email: JYO@LNBYB.com.

22 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 9013-
23 1(f), any interested party that wishes to oppose the relief requested in the Motion must, not later
24 than fourteen (14) days prior to the scheduled hearing date set forth above, file with the Clerk of
25 the Bankruptcy Court and serve upon counsel for the Debtor (whose name and address are set
26 forth on the upper left-hand corner of the first page of this Notice) and the Office of the United
27 States Trustee, "[a] complete written statement of all reasons in opposition thereto ...,
28 declarations and copies of all photographs and documentary evidence on which the responding

1 party intends to rely, and any responding memorandum of points and authorities.”

2 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 9013-
3 1(h), the failure to file and serve a timely opposition to the Motion may be deemed by the Court
4 to constitute consent to the relief requested in the Motion.

5 Dated: April 14, 2020

ZACKY & SONS POULTRY, LLC

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8 By: _____
9 RON BENDER
10 JULIET Y. OH
11 TODD M. ARNOLD
12 LEVENE, NEALE, BENDER, YOO
13 & BRILL L.L.P.
14 Attorneys for Chapter 11 Debtor and
15 Debtor-in-Possession
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **April 14, 2020**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Todd M Arnold tma@lnbyb.com
- Jessica L Bagdanov jbagdanov@bg.law, ecf@bg.law
- Hagop T Bedoyan hagop.bedoyan@mccormickbarstow.com, terry.douty@mccormickbarstow.com
- Ron Bender rb@lnbyb.com
- Scott E Blakeley seb@blakeleyllp.com, ecf@blakeleyllp.com
- Cathrine M Castaldi ccastaldi@brownrudnick.com
- Carol Chow carol.chow@ffslaw.com, easter.santamaria@ffslaw.com
- Louis J. Cisz lcisz@nixonpeabody.com, jzic@nixonpeabody.com
- Cynthia M Cohen ccohen@brownwhitelaw.com
- Joseph Corrigan Bankruptcy2@ironmountain.com
- John Cumming jcumming@dir.ca.gov
- Lei Lei Wang Ekvall lekvall@swelawfirm.com, lgarrett@swelawfirm.com;gcruz@swelawfirm.com;jchung@swelawfirm.com
- M Douglas Flahaut flahaut.douglas@arentfox.com
- Michael I. Gottfried mgottfried@elkinskalt.com
- Steven T Gubner sgubner@bg.law, ecf@bg.law
- Cristina A Henriquez chenriquez@mayerbrown.com, cristina.a.henriquez@gmail.com
- Nina Z Javan nina.javan@swmlp.com, gabby@wsrlaw.net
- Robert B Kaplan rbk@jmbm.com
- Gail C Lin GCL@raisnerroupinian.com, warnlawyers@raisnerroupinian.com;jenny--hoxha--5459@ecf.pacerpro.com
- Crystle Jane Lindsey crystle@wsrlaw.net, crystle@cjlalaw.com;gabby@wsrlaw.net
- Robert S Marticello Rmarticello@swelawfirm.com, gcruz@swelawfirm.com;lgarrett@swelawfirm.com;jchung@swelawfirm.com
- Juliet Y Oh jyo@lnbrb.com, jyo@lnbrb.com
- Steven G. Polard spolard@ch-law.com, calendar-lao@rmkb.com;melissa.tamura@rmkb.com;anthony.arriola@rmkb.com
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- Heather L Rosing hrosing@klinedinstlaw.com, tweems@klinedinstlaw.com
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- Arjun Sivakumar asivakumar@brownrudnick.com
- Lindsey L Smith lls@lnbyb.com, lls@ecf.inforuptcy.com
- Valerie Smith claims@recoverycorp.com
- Brett N Taylor , arincon@cozen.com

- Alan G Tippie atippie@sulmeyerlaw.com,
atippie@ecf.courtdrive.com;pdillamar@sulmeyerlaw.com
- Darren P Trone tronelaw@msn.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
- Steven K Vote svote@wjhattorneys.com, btippie@wjhattorneys.com
- Riley C Walter ecf@w2lg.com
- Daniel J Weintraub dan@wsrlaw.net, vinnet@ecf.inforuptcy.com;gabby@wsrlaw.net
- Claire K Wu ckwu@sulmeyerlaw.com,
mviramontes@sulmeyerlaw.com;ckwu@ecf.courtdrive.com;ckwu@ecf.inforuptcy.com
- Hatty K Yip hatty.yip@usdoj.gov
- Bruce J Zabarauskas bruce.zabarauskas@tklaw.com, wanda.sneed@tklaw.com

2. SERVED BY UNITED STATES MAIL: On April 14, 2020, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service List served by U.S. Mail attached

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on April 14, 2020, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Served by Attorney Service

Hon. Robert N. Kwan
United States Bankruptcy Court
Edward R. Roybal Federal Building
255 E. Temple Street, Suite 1682
Los Angeles, CA 90012

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

April 14, 2020

Stephanie Reichert

/s/ Stephanie Reichert

Date

Type Name

Signature